ANTIKOR DOO
SPECIJALIZOVANO PRIVREDNO DRUŠTVO
ZA POSLOVE ANTIKOROZIONE ZAŠTITE
Broj 162
31.10. 2023 god
B E O G R A D

CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD sa sedištem u Zemunu Batajničkom drumu 3 deo 6a, matični broj: 29507031, PIB: 109874997, koga zastupa g. Xue Hongxi, po punomoćju od 31.12.2021. godine (*u daljem tekstu: Izvođač*)

i

ANTIKOR DOO SPECIJALIZOVANO PRIVREDNO DRUŠTVO ZA POSLOVE ANTIKOROZIONE ZAŠTITE, BEOGRAD (ČUKARICA), sa sedištem u Beogradu, ul. Požeška br. 7, MB: 07007060, PIB: 100000571, koga zastupa Miloš Tatomir, direktor, (*u daljem tekstu: Podizvođač*)

(*u daljem tekstu takođe pojedinačno označeni i kao* ***Ugovorna strana****, a zajedno* ***Ugovorne strane***)

S obzirom da

-Dana 30.01.2023.godine ugovorne strane su zaključile podizvođački ugovor i to Subcontract for execution of waterproofing works for concrete deck, protective coating of concrete P and pedestrian walkaway of bridges, galleries and overpasses in project modernization and reconstruction of Serbian Railway, section Novi Sad to Subotica (***u daljem tekstu: Podizvođački ugovor)*** za izvođenje radova na projektu Projekta modernizacije i rekonstrukcije mađarsko-srpske železničke veze na teritoriji Republike Srbije za deonicu Novi Sad-Subotica-granični prelaz (Kelebija), **(*u daljem tekstu: Projekat)***

-U toku izvođenja radova, Podizvođač je dostavio ponudu za dodatne radove broj 81/DŠ od 27.10.2023. godine (u daljem tekstu: Ponuda)

CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD, with the registered seat in Zemunu Batajničkom drumu Street 3 deo 6a, registration no: 29507031, tax identification no: 109874997, represented by Mr. Xue Hongxi by power of attorney dated December 31st 2021 (*hereinafter referred to as Contractor)*

and

ANTIKOR DOO SPECIJALIZOVANO PRIVREDNO DRUŠTVO ZA POSLOVE ANTIKOROZIONE ZAŠTITE, BEOGRAD (ČUKARICA), , with the registered seat in Belgrade, Požeška Street No. 7, registration no: 07007060, tax identification no: 100000571, legally represented by Mr. Miloš Tatomir, director (*hereinafter referred to as Subcontractor)*

(*Hereinafter individually also referred to as* ***the Party*** *and jointly referred to as* ***the Parties***)

Whereas

-On January 30th , 2023 the parties concluded the Subcontract for execution of waterproofing works for concrete deck, protective coating of concrete P and pedestrian walkaway of bridges, galleries and overpasses in project modernization and reconstruction of Serbian Railway, section Novi Sad to Subotica ***(hereinafter referred to as Subcontract)*** for the execution of the works on the project of modernization and reconstruction of the Hungarian-Serbian railway connection on the territory of the Republic of Serbia for the section Novi Sad-Subotica-border crossing (Kelebija), **(*hereinafter referred to as Project*)**

- During the execution of the works, the Subcontractor submitted offer for additional works no 81/DŠ dated October 27, 2023. (hereinafter referred to as Offer)

Therefore, on 31.10.2023, the parties

S tim u vezi, dana 31.10.2023 ugovorne strane zaključuju sledeći

conclude the following

DOPUNSKI UGOVOR

SUPPLEMENTARY AGREEMENT

Član 1.

Article 1

Ugovorne strane su saglasne da je Izvođač prihvatio ponudu Podizvođača za izvođenje dodatnih radova te da ona čini Prilog 1 ovog Dopunskog ugovora.

The parties agree that the Contractor has accepted the Subcontractor's offer for the performance of additional works, and that it constitute Appendix 1 of this Supplementary Agreement.

Ugovorne strane su saglasne da će se obim radova iz Podizvođačkog ugovora povećati za radove opisane u Prilogu 1.

The Parties hereby agree that the scope of works from the Subcontract will be increased for the works described in Appendixes 1.

Član 2

Article 2

Ovim dopunskim ugovorom definišu se dodatne stavke pored onih definisanih u Podizvođačkom ugovoru i njihove odgovarajuće konačne ili privremene cene. Ovim dopunskim ugovorom će povećati količinu radova Podizvođača i ukupnu ugovornu cenu.

This Supplementary Agreement shall define additional items to those defined under the Subcontract and their corresponding final or provisional pricing. This agreement shall increase the works quantity of the Subcontract and total contract price.

Član 3.

Article 3.

Podizvođač je dužan da izvodi radove u skladu sa izmenjenim obimom posla i Prilogom 1.

The Subcontractor shall be obliged to perform the works in accordance with the amended scope of the works and Appendix 1.

Član 4.

Garancije koje je Podizvođač dao Izvođaču na osnovu člana 10 Podizvođačkog Ugovora, proizvode pravno dejstvo i u odnosu na radove koje su definisane u Ponudi 81/DŠ od 27.10.2023. godine.

U roku od 10 dana od dana potpisivanja ovog Dopunskog ugovora, blanko solo menica pečatirana i potpisana od strane ovlašćenog lica Podizvođača, registrovana pred Narodnom bankom Srbije preko poslovne banke, zajedno sa overenim meničnim ovlašćenjem i kartonom deponovanih potpisa izdatom od strane poslovne banke Podizvođača biće dostavljeni kao garancija za dobro izvršenje posla, koja će biti registrovana sa „bezuslovno i neopozivo" klauzulom u iznosu od 5% ukupne vrednosti u skladu sa Ponudom. Blanko solo menica može biti aktivirana od strane Izvođača u slučaju da Podizvođač ne ispuni svoje obaveze u skladu sa Podizvođačkim ugovorom i ovim Dopunskim Ugovorom.

Ukoliko nema nerešenih pitanja, Izvođač će vratiti odvojenu blanko menicu za dobro izvršenje posla Podizvođaču najkasnije u roku od 15 dana od dana isteka garantnog perioda i vraiti Podizvođaču iznos koji je odbijen od novca za zadržavanje.

Član 5.

Ovaj Dopunski ugovor stupa na snagu nakon što ga potpišu i pečatom overe predstavnici obe strane.

Article 4.

Performance Securities given by Subcontractor to the Contractor in accordance to the Article 10 of the Subcontract shall produce legal effect in relation to the works defined in Offer 81/DŠ dated October 27, 2023.

At the time of Supplementary Agreement signing, within 10 days, blank solo bill of exchange stamped and signed by the authorized person representing the Subcontractor, registered at the Naional Bank of Serbia through a commercial bank, accompanied by the verified bill of exchange authorization and list od deposited authorized signatures issued by the commercial bank from the Subcontractor shall be provided for performance guarantee of contracted works, which shall be registered with „unconditionally, irrevocably" clause in the amount of 5% of total subcontracted works value in accordance to the Offer. This blank solo bill of exchange could be activatted by the Contractor in the case that the Subcontractor fails to fulfill his obligations under this Supplementary agreement.

If there are no unresolved issues, the contractor shall return the separate blank performance bond bill to the subcontractor at the latest wihin 15 (fifteen) days of the end of the warranty period and refund the Subcontractor tthe amount deducted from the retention money.

Article 5.

This Supplementary Agreement shall enter into force upon being signed and sealed by representative of both parties.

Član 6.

Ovaj Dopunski ugovor predstavlja dopunu Podizvođačkom ugovoru i sve što nije regulisano ovim Dopunskim ugovorom podleže odredbama Podizvođačkog ugovora.

Article 6.

This Supplementary Agreement is supplement to the Subcontract and the contents not covered in the Agreement shall be subject to the provisions of the Subcontract.

Član 7.

Ovaj Dopunski ugovor je sačinjen u 4 (četiri) istovetna dvojezična primerka, od kojih po dva zadržava svaka strana. U slučaju neslaganja između verzije na srpskom i verzije na engleskom jeziku, verzija na engleskom jeziku će biti merodavna.

Prilog 1: Ponuda br.81/DŠ od 27.10.2023.

Article 7.

This Supplementary Agreement is drafted in bilingual form, English and Serbian, and this Settlement is made in 4 (four) identical copies, out of which two copy shall be retained by each party, in case of a discrepancy between the two versions, the English version shall prevail.

Appendix 1: Offer No.81/DŠ, October 27, 2023.

Izvođač/Contractor

Xue Hongxi
Po punomoćju od 31.12.2021 /By power of attorney dated December 31st 2021

Podizvođač/Subcontractor

Miloš Tatomir
Direktor/Director

ANTIKOR DOO
Broj 1311-76
27.10. 2023
BEOGRAD

Antikor

ANTIKOR DOO BEOGRAD SPECIJALIZOVANO PRIVREDNO DRUŠTVO ZA POSLOVE ANTIKOROZIONE ZAŠTITE

China Civil Engineering Construction Corporation
Balkan Branch Belgrade
Batajnicki drum 3, Belgrade

Commercial sector
Offer No. 81/DŠ
Belgrade, October 27, 2023.

As per your request, and additional agree, we are sending you

ADDITIONAL OFFER

for sanation of cracks and leveling of object at km 98 in concrete surfaces

SPECIFICATION OF WORKS AND PRICES

No	Description of works	Units	Unit price (EUR)
	WATERPROOFING WORKS ON CONCRETE SUBSTRATES		
1.	**ADDITIONAL REPARATIONS**		
1.1	- Preparing of cracks by cutting it in order to make chanel in "V" profile - filling of crack throught cutted chanel with epoxy resin - sprinkling of fresh resin with quartz - Applying of epoxy reparative mortar as a final layer over filled crack with sprinkling over it with quartz sand		
	Price per m' of the linear cracks	m^1	**16,00**
	Price per m^2 for the mash of cracks on substrate	m^2	**52,00**
1.2	- Substrate preparation of damaged places - Aplying of primer type ADINGPOKS 1PV - Applying of epoxy mortar consisting of mixture(ADINGPOKS 1PV+quartz sand Thickness of this reparative system is d= 15 mm		
	Price per m^2	m^2	**85,00**

NOTES AND OBLIGATIONS OF CONTRACTOR:

- Prices refer to the aforementioned technology in this offer, every other conditions which is not included in this offer will be subject of a new offer.
- Before the start of works, it is mandatory for the representative of the Contractor and the Subcontractor to determine the number of cracks and map them, on the basis of which the total quantity that needs to be repaired will be determined, which would also represent a work order for the Subcontractor.
- Obligation of Contractor is to provide continuity in works without interupting and all the necessary work permits
- Obligation of Contractor is to to appoint a responsible person / s for supervising, signing the necessary documentation at the construction site (entry in the construction log)
- Obligation of Contractor is to provide on site electric power or diesel agregate for equipment
- Obligation of Contractor is to provide accsess roads for all the bridges for veachles and trucks for materials and tools supplying or machinery for vertical and horizontal transport.
- Prices include all costs of materials and works for above positions.
- The price does not include VAT.

OBLIGATIONS OF SUBCONTRACTOR

- The Subcontractor's obligation is:
- - to perform the works professionally and in a quality manner, to work in accordiance with mutualy agreed dynamic plan , to respecting the HSE measures, and to keep proper documentation on the site and to hand it over to the Contractor in legal deadlines

Poslovne prostorije: 11070 BEOGRAD, Vladimira Popovića 6, tel. +381 (11) 614 92 88; fax: (011) 614 91 54
Adresa: 11030 Beograd, Požeška 7 ♦ Web: www. Antikor.co.rs ♦ E-mail: office@antikor.co.rs
Tekući račun: 160-275535-08 BANCA INTESA BG ♦ Matični br.: 07007060 ♦ Šifra delatnosti: 4339♦PIB:100000571

MANAGEMENT SYSTEM Pan Cert ISO 9001 015-04 CERTIFIED

Adresa za slanje pošte: **ANTIKOR DOO, 11070 Beograd, Vladimira Popovića 6**

PAYMENT
Advance payment before the start of works in the amount of 20% of total value of works. The rest of payment will be payed by the Contractor to the Subcontractor after completion of whole works.
The actual quantities will be defined by the Building Billing Sheet.

DEADLINES
The works would start after the signing of the Contract and fulfillment of all Contractual obligations, and they will be completed according to the agreed timetable, which will be an integral part of the Contract

Option of offer: 30 days

All other conditions will be the subject of the Contract.

Commercial sector,
Dejan Sisovic

Director
Milos Tatomir